

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA	:	
	:	Criminal No.
	:	
v.	:	Date Filed: October 8, 2003
	:	
RICHARD M. MELTZER	:	Violation:
	:	18 U.S.C. §§ 1343 & 1346
	:	(Wire fraud - 1 count)
	:	

INFORMATION

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES THAT:

1. At all times material to this information, defendant RICHARD M. MELTZER was an attorney admitted to practice law in the Commonwealth of Pennsylvania, obligated under the rules of the legal profession with a duty of loyalty, candor and honesty to each of defendant MELTZER's clients. In all matters, defendant MELTZER was obligated to act so as to demonstrate respect for the legal system.

2. In or about early 2001, defendant RICHARD M. MELTZER began legal representation of Banco Popular North America ("Banco Popular"), a financial institution headquartered in New York and doing business in the Eastern District of Pennsylvania and throughout the United States.

3. On or about August 2, 2001, defendant RICHARD M. MELTZER entered an appearance on behalf of Banco Popular, among other clients, before the United States District Court for the Eastern District of Pennsylvania in a civil matter, Etemad, et al. v.

Banco Popular North America, et al., Civil Number 01-3160, pending before Chief Judge James T. Giles (the "Etemad case").

4. At all times material to this Information, defendant RICHARD M. MELTZER had a duty of loyalty and candor to his client, Banco Popular, under the Pennsylvania Rules of Professional Conduct and Pennsylvania statutory and common law. Specifically, defendant MELTZER had an obligation and duty as a fiduciary to Banco Popular during the representation:

a. to not knowingly acquire any pecuniary interest adverse to Banco Popular without first fully disclosing the terms of the adverse interest to Banco Popular, allowing Banco Popular a reasonable opportunity to seek independent counsel as to the adverse interest, and obtaining a written consent to the adverse interest from Banco Popular;

b. to explain matters to the extent necessary to permit Banco Popular to make informed decisions; and

c. not to solicit, accept or agree to accept without the consent of Banco Popular any benefit from another person upon agreement or understanding that such benefit would influence defendant MELTZER's conduct in relation to the affairs of Banco Popular.

THE SCHEME TO DEFRAUD

5. From in or about the fall 2001 to at least in or about June 2002, in Philadelphia in the Eastern District of Pennsylvania and elsewhere, defendant

RICHARD M. MELTZER

knowingly devised and intended to devise a scheme: (a) to defraud his client and fiduciary, Banco Popular North America, of the right to defendant MELTZER'S honest services; and (b) to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

6. The object of this scheme to defraud was for defendant RICHARD M. MELTZER to receive secret payments from the opposing party in the Etemad case, in violation of his fiduciary obligations under the Pennsylvania Rules of Professional Conduct and Pennsylvania statutory and common law. Defendant MELTZER intended to conceal these payments from defendant MELTZER's client, Banco Popular. In return, defendant MELTZER represented that he would attempt to negotiate a better interest rate for the opposing party in settlement of the Etemad case with defendant MELTZER's client, Banco Popular.

7. As a result of this scheme, defendant RICHARD M. MELTZER negotiated to receive undisclosed payments of \$25,000 from the opposing party in the Etemad case. Defendant MELTZER actually received \$5,400 in undisclosed cash payments from the opposing party in the Etemad case.

It was further part of the scheme that:

8. In or about fall 2001, defendant RICHARD M. MELTZER met with the opposing party in the Etemad case. Defendant MELTZER accepted \$2,900 in cash from this opposing party, without disclosing this payment in any way to defendant MELTZER's client, Banco Popular.

9. The opposing party in the Etemad case understood that the payment made in or about the fall of 2001, was for the purpose of having defendant RICHARD M. MELTZER attempt to negotiate in settlement of the Etemad case a better interest rate on a loan held by defendant MELTZER's client, Banco Popular, against the opposing party in the Etemad case.

10. After accepting the payment from the opposing party in the fall of 2001, defendant RICHARD M. MELTZER had discussions with his client, Banco Popular, concerning terms of settlement of the Etemad case. At no time did defendant MELTZER disclose to his client any payment from the opposing party in the Etemad case.

11. On or about December 17, 2001, the parties to the Etemad case entered a settlement agreement and re-negotiated the terms, including the interest rate, of a loan held by Banco Popular against the opposing party.

12. On or about March 14, 2002, defendant RICHARD M. MELTZER accepted \$2,500 in cash from the opposing party in the

Etemad case, without disclosing this payment in any way to defendant MELTZER's client, Banco Popular. Defendant MELTZER acknowledged being owed \$25,000 from the opposing party in the Etemad case for defendant MELTZER's help to the opposing party.

13. On or about November 8, 2001, in the Eastern District of Pennsylvania and elsewhere, defendant

RICHARD M. MELTZER

for the purpose of executing the scheme described above, caused to be transmitted by means of wire communication in interstate commerce signals and sounds, that is, a long distance telephone call made by defendant MELTZER from defendant MELTZER's Philadelphia law office to the telephone number 212-445-1982, registered to Banco Popular North America in New York, New York, to discuss settlement of the Etemad case while defendant MELTZER was concealing his secret financial payment from the opposing party in the Etemad case.

All in violation of Title 18, United States Code, Sections 1343 and 1346.

PATRICK L. MEEHAN
United States Attorney